

BID ADVERTISEMENT FOR THE WEEKS OF

OCTOBER 19, 2016 & OCTOBER 26, 2016

BID OPENS - THURSDAY, NOVEMBER 10, 2016

FILE NO. 144-16 Turnout Clothing - Division of Fire
FOR THE DIVISION OF FIRE FOR THE DEPARTMENT OF PUBLIC SAFETY AS
AUTHORIZED BY ORDINANCE 1667-83, SECTION 135.06 PASSED BY COUNCIL
JUNE 19, 1984

There will be a NON-MANDATORY Pre-Bid meeting, Wednesday, November 2,
2016 at 11:00 a.m. Located at Cleveland City Hall, Division of Financial
Reporting and Control, 601 Lakeside Avenue, Room 18, Cleveland, Ohio 44114



**CITY OF CLEVELAND,
OHIO**

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID



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CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall Room
Cleveland, Ohio 44114
216-664-2620

AUTHORIZING ORDINANCE AS PUBLISHED IN THE CITY RECORD

Section 135.06 Uniform and Equipment for Police and Fire Forces and Civilian Employees

(a) The Director of Public Safety shall prescribe the uniform to be worn by the members of the police and fire forces and civilian tow trucks, ambulance drivers and other civilian employees as the Director shall determine. He shall provide by rule for the regular inspection and proper maintenance of all such uniforms in a neat, clean and serviceable condition. However, all uniform police personnel below the rank of Lieutenant shall have one permanent identification or badge number assigned to them, which number the Director shall require to be permanently sewn or otherwise affixed to all outer shirts, jackets and coats worn by such uniform police personnel. The identification or badge number shall also be placed on such uniforms and apparel as to be clearly visible and legible, in numerals not less than one-half inch in height nor less than one-half inch in width, and numbers shall be affixed to a patch or emblem not less than two inches in width and not less than two and three-fourths inches in height. Such patch or emblem shall be permanently sewn or otherwise affixed to all outer shirts, jackets and coats worn by uniform personnel, and be of such contrasting color as to set off the numerals from the background color of the uniforms or apparel to which they are permanently sewn or otherwise affixed.

(b) The City shall bear the cost of permanent identification or badge number as required herein.

(c) The failure of any police personnel required by this section to wear any shirt, jacket or coat all times while on duty, permanently displaying his identification or badge number, as required by this section, shall constitute gross neglect of duty and failure to obey orders given by proper authority, and subject such officer to disciplinary action as provided by law.

(d) The Director is hereby authorized and directed in the manner prescribed by the Charter to enter into one or more requirement contracts, or such other contracts as may be necessary for the furnishing of the prescribed uniform and parts thereof during each year, chargeable to the appropriation annually made for such purpose.
(Ord. No. 1667-83. Passed 6-19-84, eff. 6-22-84)

City of Cleveland

DEPARTMENT OF FINANCE
SHARON DUMAS
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES
Tiffany Johnson
COMMISSIONER

BIDDER'S CHECK LIST

The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

- ☐ 1. Is (are) the bid page(s) completed as required and signed in the upper right-hand corner?
- ☐ 2. Are all prices (whether Unit, or Gross and extensions) clearly and accurately presented?
- ☐ 3. Is the delivery time stated? Is the payment discount given?

B. Bid Bond

- ☐ 1. Is the bond made out in the names of and signed by both the principal and surety?
- ☐ 2. Is the bond amount sufficient for the amount of the bid?
- ☐ 3. Is there a power of attorney attached to the bond?

C. Bid Check (if submitted in lieu of Bid Bond)

- ☐ 1. Is the check in an amount sufficient for the amount of the bid?
- ☐ 2. Is the check either properly certified or a cashier's check?
- ☐ 3. Is the Check made payable to: THE CITY OF CLEVELAND?

D. Bid Form (not to be confused with the Bid Bond)

- ☐ 1. Is all the required information given?
- ☐ 2. Is the form signed?

E. Affidavit

- ☐ 1. Does the affidavit contain all the information required ON BOTH SIDES?
- ☐ 2. Is it properly Signed? Is it properly notarized by a Notary Public?

F. Contract Compliance Certifications For Bid Consideration

- ☐ 1. Do you have a contract compliance certification number or a minority/female business enterprise certification number? If you do not have necessary certification numbers, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- ☐ 2. Is your contract compliance certification number, statement of deemed compliance, or an application for certification included in the bid?
- ☐ 3. If you are a minority/female business enterprise, do you include your MBE/FBE certification number, or a completed application therefore, in addition to the certification requirements listed in paragraph 2 above?
- ☐ 4. Have you completed the CONTRACT EMPLOYMENT REPORT (Item 12, Page 1 – Schedule 1) **which must be submitted with your bid?**

G. Bid Envelope

- ☐ 1. Is the envelope identified with the correct title of the bid and the due date?
- ☐ 2. Is the envelope securely sealed?

H. Performance Bond

- ☐ 1. Will you be able to furnish the required Performance Bond referred to in paragraph A-25 of INSTRUCTIONS TO BIDDERS, and in paragraph B-8 of General Conditions?
- ☐ 2. Notice: A certified or cashier's check is **not acceptable in lieu of a Performance Bond!**

I. Federal Tax ID Form

- _____ 1. Is all the required information given?
- _____ 2. Is the form signed?

J. Northern Ireland Fair Employment Practices Disclosure

- _____ 1. Is all the required information given?
- _____ 2. Is the form signed?

K. Project Plan

- _____ 1. Is all the required information given?

L. Contractor Qualifications from Part 1 of Item 8

- _____ 1. Is all the required information given?

K. Please Note:

- _____ 1. Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, **please review your bid carefully to verify that you have accurately and completely supplied all such data.** Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications.
- _____ 2. All plans and specifications **must** be returned with the bid.

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

A-2 FORM OF BID (BID FORM)

- a. Every bid must be made upon the blank form of bid attached hereto.
- b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorized to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.
- c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.
- d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

A-3 BIDDERS AFFIDAVIT

Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars (\$50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK

- a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
- b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
- c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
- d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

A-6 EXPLANATIONS WRITTEN OR ORAL

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

A-7 PRICE BIDS AND DISCOUNTS

- a. Unit Prices
In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.
- b. Trade Discounts
When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.
- c. Catalog Pricing
Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

A-8 BIDDER'S DESCRIPTION OF ITEMS

- a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.
- b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

A-9 MANUFACTURER'S NAME

- a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.
- b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

A-10 SAMPLES

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

A-11 TIME OF DELIVERY

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID

- a. In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.
- b. The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

PARAGRAPHS A-13 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE *SCHEDULE OF ITEMS* AND ON THE *BID FORM*.

A-13 REQUIREMENT CONTRACT DEFINED

- a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.
- b. A contract awarded under this bid will be termed a requirement contract.

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

- a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid*. See GENERAL CONDITIONS, Section B-24, *Duration of Contract*.
- b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

A-15 LIMITATION OF PERIOD OF CONTRACT

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$50,000).

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed \$50,000.00.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed \$50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed \$75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE, LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE, LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A and A-16B, above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms, including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

A-19 SUBCONTRACTING:

a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.

d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1088-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 615, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return, if you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4647

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency. Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4647(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(a) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number (EIN). You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3876).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner ¹
	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships on page 2*.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14038.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NOTE: Section 181.23 and Section 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF _____ }
COUNTY OF _____ } SS **AFFIDAVIT**

_____ being first duly sworn deposes and says:

Individual only: That he/she is an individual doing business under the name of _____, at _____, State of _____.

Partnership only: That he/she is the duly authorized representative of a partnership doing business under the name of _____, in the City of _____, State of _____.

Corporation only: That he/she is the duly authorized, qualified and acting _____ of _____, a corporation organized and existing under the laws of the State of _____.
And that he/she said partnership or said corporation is filling herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract _____

Affiant further says that he/she is represented by the following attorneys: _____
and is also represented by the following resident agents in the City of Cleveland: _____
_____.

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: _____

Affiant further says that said partnership is represented by the following attorneys: _____
and is also represent by the following resident agents in the City of Cleveland: _____
_____.

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:
 President: _____ Directors: _____
 Vice President: _____
 Secretary: _____
 Treasurer: _____
 Cleveland Manager or Agent _____
 Attorneys: _____
 And that the following officers are duly authorized to execute contracts on behalf of said corporation:

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

 (name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here)  _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

 Notary Public

VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____ **City** _____

State _____ **Zip** _____ **Telephone** () _____ **Ext.** _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Ordering Address _____ **City** _____

State _____ **Zip** _____ **Telephone** () _____ **Ext.** _____

Remit Address _____ **City** _____

State _____ **Zip** _____ **Telephone** () _____ **Ext.** _____

Contact Person: (ordering) _____ **(Remit)** _____

**PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL**

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

as Principal, and

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Oblige, in the penal sum of _____

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20_____.

WHEREAS, the said principal is herewith submitting bid for

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL _____

BY: _____

TITLE _____

By _____
Attorney in Fact

CITY OF CLEVELAND

BID FORM

☐ STANDARD CONTRACT BID
☒ REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR 2016 Turnout Clothing – Division of Fire

FOR: The Department of: Public Safety, Division of Fire

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory performance bond within ten (10) working days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further certifies that he (as the individual, firm or corporation making this bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned deposits with the bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of \$ _____

or a cashier's check or certified check on a solvent bank in the sum of \$ _____ payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the total price bid and in conformity with the provisions of The Codified Ordinance of Cleveland, Ohio 1976.

The Undersigned further agrees that if the bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The firm, corporation, or individual name
MUST BE SIGNED IN SPACE INDICATED.
ERASURES MAY INVALIDATE THIS BID.

Complete : CORPORATION OR FIRM

Sign Here By _____

If the bidder is a firm or corporation, the title
of the officer signing and the State in which
Incorporated must be indicated.

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

BID — SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies Room 128 City Hall Cleveland, Ohio 44114			BID PAGE <u>1</u> OF <u>1</u> BIDDER MUST COMPLETE & SIGN BELOW		
TITLE OF BID: Turnout Clothing – Division of Fire			NAME OF FIRM		
			STREET ADDRESS		
ORDINANCE NO. 1667-83, Section 135.06	PASSED: June 19, 1984	SIGNED	CITY	STATE ZIP CODE	
DEPARTMENT OF Public Safety		DIVISION OF Fire	AUTHORIZED SIGNATURE		
CITY RECORD ADVERTISEMENT DATES October 19, 2016 & October 26, 2016		<input type="checkbox"/> STANDARD CONTRACT BID <input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID		DATE	
BUYER: Jules Gilliam jgilliam@city.cleveland.oh.us P: 216-664-2621 F: 216-664-2177 or 216-664-2275		BID OPENING Thursday, November 10, 2016	12:00 O'CLOCK NOON OFFICIAL TIME		
DESCRIPTION			QTY.	UNIT PRICE	EXTENSION
SIGN, DATE, AND COMPLETE THIS PAGE; SEE SUBSEQUENT SCHEDULE OF ITEMS PAGES FOR ADDITIONAL BIDDING INFORMATION					
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.				DELIVERY (Days)	PAYMENT DISCOUNT % Days
			FOR PURCHASING USE ONLY		

BID — SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				BID PAGE <u>1</u> OF <u>1</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID TURNOUT CLOTHING – DIVISION OF FIRE				NAME OF FIRM	
				STREET ADDRESS	
ORDINANCE NO. 1667-83	PASSED June 19, 1984	SIGNED June 22, 1984	CITY STATE ZIP CODE		
DEPARTMENT PUBLIC SAFETY		DIVISION FIRE		AUTHORIZED SIGNATURE	
CITY RECORD ADVERTISEMENT DATES		<input type="checkbox"/> STANDARD CONTRACT BID <input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID		DATE	
		BID OPENING	OFFICIAL TIME		
DESCRIPTION			QTY.	UNIT PRICE	EXTENSION
Item #1 TURNOUT COAT (Basofil) ITEM #2 TURNOUT PANT (Basofil) ITEM #3 TURNOUT COAT (NOMEX) ITEM #4 TURNOUT PANT (NOMEX) ALL ITEMS ARE APPROXIMATE QUANTITIES. “The contract if any, shall be for one year with two –one year option to renew			600		
			600		
			50		
			50		
				DELIVERY (Days)	PAYMENT DISCOUNT % Days
			FOR PURCHASING USE ONLY		

ITEM 7

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

B-2 UNACCEPTABLE BIDS.

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

B-3 REJECTION OR ACCEPTANCE OF BIDS.

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

B-5 WITHDRAWAL OF BID.

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

B-6 TIME OF AWARD.

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.

Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

B-7 AWARD CONTRACT.

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

B-8 PERFORMANCE BOND.

A. Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of \$500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over \$100,000 but not more than \$250,000 shall require a bond of at least twenty-five percent of the contract price, and over \$250,000 but not more than \$500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so. Due to the specific nature of this procurement, the Performance Bond requirement for this contract is set as follows:

B. Any contract over \$50,000.00 will require a Performance Bond for 25% of the contract amount. No performance bond is required for any contract awarded pursuant to this Invitation to Bid in an amount of \$50,000.00 or less.

B-9 RELEASE OF BOND.

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

B-10 CANCELLATION OF CONTRACT.

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion of the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.

b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.

B-12 DELAY FOR CAUSES BEYOND CONTROL.

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

B-13 PATENTS.

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

B-14 DELIVERY.

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made only if the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the full costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor must not perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

B-15 LABORATORY TEST.

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

B-16 FAILURE TO MEET SPECIFICATIONS.

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

B-17 SAFEGUARDS.

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

B-18 STATE OR FEDERAL TAXES.

- a. The City of Cleveland is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.
- b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.
- c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

B-21 INVOICING AND PAYMENT.

The Contractor shall submit invoices that appropriately reflect the work performed. Original Invoices must be typed and legible. The City of Cleveland does not pay from duplicates or copies. Each invoice must be mailed as specified below:

- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Address invoice questions first to the ordering department. The Division of Accounts will assist if the Department is unable to resolve the question.

The failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to ;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
 - Date that work was performed / material delivered,
 - Location for each item of service performed / material delivered,
 - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
 - Quantity of items being invoiced under each Line Item,
 - Unit Cost of each Line Item,
 - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-6000646. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

B-22 EQUAL OPPORTUNITY.

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.

B-23 DURATION OF CONTRACT.

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

B-24 REDUCTION IN PRICES.

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies, not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

B-26 LAWS, PERMITS, AND REGULATIONS

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

SERVICES, LABOR & MATERIALS – IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY

B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

B-28 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

B-29 WARRANTY

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

B-30 OHIO CAMPAIGN FINANCE LAW

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

B-31 TITLE 48 C.F.R. ETC:

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
- 4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at <http://www.epls.gov/>

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

Rev 02062014 dm/jbm

2016 - Specification/ Description of Products and/or Services – Department of Public Safety, Division of Fire Turnout Clothing

C-1. SCOPE: The City of Cleveland, Department of Public Safety, Division of fire is requesting bidder to submit sealed bids for the 2016 Turnout Clothing for the Division of Fire as authorized under Section 135.06 for requirement contract for Turnout Clothing. The specifications herein outlines the detailed requirements for the style and quality of turnout clothing intended for use by members of the Cleveland Division of Fire.

C-2. PRE-BID CONFERENCE: The PRE-BID CONFERENCE with the Cleveland Division of Fire is scheduled for Wednesday, November 2, 2016 @ 11:00 a.m.

The conference will be held at Cleveland City Hall, Division of Financial Reporting and Control, 601 Lakeside Avenue, Room 18, 44114. Or you may contact the Buyer, Jules Gilliam at jgilliam@city.cleveland.oh.us or by fax at 216-664-2275 with written questions.

C-2 A. Written Questions: The cutoff date for all written questions will be Friday, November 4, 2016, by 12:00pm noon. No verbal questions will be considered. Submit all questions to the Buyer James Hutcheson.

C-2 B. Bid Opening Date: The bid opening date will be Thursday, November 10, 2016 at 12:00pm. Bids must be sealed and time-stamped by 11:50 am in the Division of Purchases and Supplies. Or mailing address is 601 Lakeside Avenue Room 128, City Hall, Cleveland, Ohio 44114. Late bids will not be accepted and will be returned unopened.

C-3. Length of Contract: The contract, if any, shall be awarded to the lowest and best bidder for a period of one year, beginning with the date of execution of the contract, with two one-year options to renew, exercisable by the Director of Public Safety.

By responding to this Invitation to Bid, the bidder agrees to abide by this policy and the contract pricing shall remain firm and the same for each optional years.

C-4. Guarantee: All garments and parts are to be fully guaranteed to be free of any material or manufacturing defect for a minimum of one year. If the product is guaranteed by the manufacturer, bidders must include a copy of the guarantee with their bid proposal.

C-5. Qualifications of Bidders: Bidders must have been engaged in the business of Turnout Clothing sales for a period of not less than five (5) years continuously next preceding the date of the bid, or if a corporation or partnership, it shall have engaged in such business for a similar period under the same management, at the date of submitting this bid.

C-6 Location/Hours of Business: Each bidder must submit their name, email address, address and phone number. The hours of business of such location shall be a

C-6 Location/Hours of Business: Each bidder must submit their name, email address, address and phone number. The hours of business of such location shall be a minimum of 7 ½ hours per day, Monday through Friday, excluding holidays, during regular business hours.

C-7 Time Required for Delivery: Bidders must state in their bid the time that will be required for initial delivery of each item specified in this bid after the order has been placed by the Commissioner of Purchases and Supplies. Any extended delay that is primarily attributed to the bidder, may result in removal from future bidding lists and/or forfeiture of the performance bond. The delivery of 1 to 50 sets will be delivered within 30 days and 51 and above will be delivered within 60 days.

C-8 Method of Award/Single Manufacture: Since it is the intention that the following listed items in these specifications be compatible, or one of the same manufacturer, the award of these items as herein enumerated and sub-grouped, will be made to the lowest and best bidder meeting the specified requirements on each of the items and calculated lowest composite bid for each item. (Your bid will only be considered if you bid on all items). The city of Cleveland will not make separate awards of each of these items:

1. Item #1 – Turnout Coat (Basofil) and Item #2 – Turnout Pant (Basofil)
2. Item #3 – Turnout Coat (Nomex) and Item #4 – Turnout Pant (Nomex)

CLEVELAND FIRE DEPARTMENT, OH**GENERAL SPECIFICATIONS
PROTECTIVE JACKET AND PANTS
FOR STRUCTURAL FIRE FIGHTING****SCOPE SUPPLEMENTAL – SECTION – D****D-1 SCOPE**

The City is soliciting bids for protective jackets and pants for structural firefighting. Pursuant to Ordinance 135.06, the contract, if any, shall be for a one-year period to beginning with the date of execution of the contract.

D-2 METHOD AWARD

The City intends to award the contract to the lowest and best bidder meeting all specifications. Garments that provide protection and wear ability to our firefighters equivalent to this specification is of the essence of the contract. The City will not compromise the safety of our firefighters. It is the responsibility of each bidder to provide complete information with the bid to enable the City to evaluate the bid. Insufficient information, vague or partial information, missing information, failure to supply timely samples when requested, or failure of samples in testing, may be reasons for rejecting a bid.

D-3 TECHNICAL REQUIREMENT

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural fire fighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

_____ **Comply** _____ **Exception** _____ **Alternate**

SIZING

The jacket length shall be measured from the juncture of the collar and back panels to the hem of the jacket and shall measure 32 inches long. Jacket shall also be available in 35 inches length for those who require a longer jacket. Each coat length shall be determined by each individual's torso length to provide the coat-to-pant interface as defined by NFPA 1500.

The jacket shall be available in male and female patterns in even size chest measurements of two inch increments, and shall range from a small size of 30 to a large size of 68. Sleeve sizing shall be in 1 inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

_____ **Comply** _____ **Exception** _____ **Alternate**

OUTER SHELL MATERIAL - JACKETS AND PANTS

The outer shell shall be constructed of TENCATE KOMBAT FLEX™ 64/36 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square yard and shall be treated with Super Shelltite water-repellent finish. Color of the garments shall be black.

For Chief Officers, the outer shell shall be constructed of TENCATE BRIGADE™ Nomex® plain weave with an approximate weight of 7.5 oz. per square yard, shall be treated with Shelltite™ water repellent finish. Color of garments to be natural (off white). No exceptions to the shell materials specified.

_____ **Comply** _____ **Exception** _____ **Alternate**

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "QUANTUM 4i"; a Kevlar® filament and FR rayon/para-aramid/nylon, spun yarn Goldcheck™ face cloth quilted to two layers of 20%Pbi/80% DuPont Aramid aperture spunlace quilt. One layer shall weigh 1.4 osy and the second layer will weigh 1.8 osy, for a finished weight of approximately 7.3 oz. per square yard. A 7 inch by 9 inch pocket, constructed of self material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a lock stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. Further mention of "Thermal Liner" in this specification shall refer to this section. Note: This thermal liner only may only be used in conjunction with the Crosstech® black moisture barrier and Kombat Flex™ outer shell.

_____ **Comply** _____ **Exception** _____ **Alternate**

MOISTURE BARRIER - JACKETS AND PANTS

The moisture barrier material shall be W.L. GORE CROSSTECH® black moisture barrier - Type 2F, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate. The CROSSTECH® moisture barrier seams shall be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section. No exceptions to the moisture barrier specified.

_____ **Comply** _____ **Exception** _____ **Alternate**

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____ **Comply** _____ **Exception** _____ **Alternate**

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS

For 32" jackets the liner shall be secured to the outer shell along the leading edges of the left and right outer shell body panels by means of a zipper or 5 snap fasteners.

For 35" jackets the liner shall be secured to the outer shell along the leading edges of the left and right outer shell body panels by means of a zipper or 6 snap fasteners.

The remainder of the thermal liner/moisture barrier shall be secured with a minimum of four snap fasteners appropriately spaced on each jacket facing and four Ara-Shield® snap fasteners at each sleeve end. One of the Ara-shield® snap tabs shall be a different color in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. Additionally there shall be three snap tabs at hem to secure liner to shell.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner/moisture barrier to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of two Ara-Shield® snap fasteners per leg. The Ara-shield® snap tabs shall be color coded to a corresponding snap tab in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

_____ **Comply** _____ **Exception** _____ **Alternate**

THERMAL PROTECTIVE PERFORMANCE / TOTAL HEAT LOSS

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of 41.9 and a THL (Total Heat Loss) rating of 261.8.

_____ **Comply** _____ **Exception** _____ **Alternate**

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. Major A outer shell structural seams, major B structural liner seams and shall have a minimum of 8 to 10 stitches per inch.

_____ **Comply** _____ **Exception** _____ **Alternate**

JACKET CONSTRUCTION**BODY**

The body of the outer shell shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

_____ **Comply** _____ **Exception** _____ **Alternate**

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1½ inch wide strap will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by a FR Velcro® strap. The access port will be covered by an outside flap of shell material, with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. -Flimsy, rope-style DRD straps will not be considered--no exceptions.

_____ **Comply** _____ **Exception** _____ **Alternate**

LINER ACCESS OPENING - JACKET

The liner system of the jacket shall incorporate an opening that shall run approximately 12 inches along the perimeter for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the outer shell.

_____ **Comply** _____ **Exception** _____ **Alternate**

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center).

Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA #1971 and OSHA. The trim shall be in the following widths and shall be NYC style; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

***NOTE:** Any trim installed on the sleeve shall be backed by a layer of neoprene stitched to the inside of the outer shell to comply with the NFPA 2013 Stored Energy Test. NFPA 1971 does not require an upper sleeve trim band, it is optional to delete this band completely or delete the underside of the upper sleeve trim band.

_____ **Comply** _____ **Exception** _____ **Alternate**

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch with two rows of stitching at minimum. All trim ends shall be securely sewn into a seam for a clean finished appearance.

_____ **Comply** _____ **Exception** _____ **Alternate**

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have:

3" lime/yellow 3M Scotchlite™ lettering on Row B reading: CFD

Each jacket shall also have the firefighter's name in 3" lime/yellow Scotchlite letters at the bottom of the jacket above the trim band.

_____ **Comply** _____ **Exception** _____ **Alternate**

COLLAR & FREE HANGING THROAT TAB

The collar shall be of 4 layer construction, consisting of two layers of the specified moisture barrier between two layers of outer shell material. The collar shall have a minimum of 3 rows of quilting. The collar shall be a minimum 3½ inches high at the back center and graded proportionately to body size. The inside rear layer of moisture barrier shall be bound to the rear layer of outer shell at the perimeter only.

The forward outer shell and moisture barrier layers of the collar shall be bound to the liner/moisture barrier assembly. The front layer of outer shell shall be attached to the thermal liner layer of the liner system. The front layer of moisture barrier shall be attached to the moisture barrier layer of the liner system and seam sealed.

This design shall provide a pocket for interface with an annular neck tab on the outer shell. The annular tab will be constructed of a layer of outer shell material and shall be sewn to the top neck opening of the outer shell and finished along the edge by means of an FR bias-cut Neoprene coated binding tape. A row of 5/8 inch FR Velcro® hook fastener tape shall be sewn to the rear of the tab, installed in such a manner as to align with the corresponding loop fastener tape inside the collar.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 4 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar. The throat tab shall be secured in the closed and stowed position with FR Velcro® fastener tape. The FR Velcro® fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. The collar closure strap shall fold in half for storage. A hanger loop constructed of a double layer of outer shell material shall be sewn to the top inside of the collar at the center.

_____ **Comply** _____ **Exception** _____ **Alternate**

JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A Breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of a zipper or snap fasteners.

There shall be wicking barrier constructed of Crosstech 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of a zipper or snap fasteners.

_____ **Comply** _____ **Exception** _____ **Alternate**

STORM FLAP

A rectangular storm flap measuring approximately 6 inches wide and 24 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bartacks.

_____ **Comply** _____ **Exception** _____ **Alternate**

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of four non-ferrous inward facing hooks and D-rings plus FR hook and loop fastener tape on the storm flap as well as on the inside closure. The inner closure shall consist of a 1½ inch by 22 inch piece of FR loop fastener tape sewn with four rows of stitching along the inside edge of the facing on the left body panel with the corresponding piece installed on the right body panel. There shall also be hook and D-rings riveted to the leading edges of the left and right jacket body panels. The rivets shall be reinforced on the inside of the respective body panels with leather. The inward facing hooks shall be installed on the right front body panel and the dee rings shall be installed on the left front body panel. The storm flap shall close over the left and right jacket body panels and shall be secured with FR hook and loop fastener tape. A 1½ inch by 23 inch piece of FR loop fastener tape shall be sewn with four rows of stitching along the leading edge of the storm flap on the underside. A corresponding 1½ inch by 23 inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the left front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

_____ **Comply** _____ **Exception** _____ **Alternate**

CARGO/HANDWARMER EXPANSION (SEMI-BELLOWS) POCKETS

Each jacket front body panel shall have a 2 inch deep by 9 inch wide by 8 inch high semi-expansion pockets. The leading edge of the pockets shall be sewn flush with the jacket and the rear of the pockets shall expand to a depth of 2 inches. The pockets will be double stitched to the jacket and shall be located such that the bottoms of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. The lower half of the cargo pocket shall be reinforced with an extra layer of outer shell material on the inside. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven backtacks and pocket flaps shall be reinforced with bartacks,. The pocket flaps shall be closed by means of FR Velcro® hook and loop tape. Two pieces of 1½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort.

_____ **Comply** _____ **Exception** _____ **Alternate**

EXPANSION POCKET REINFORCEMENTS

The lower half of the expansion pockets shall be reinforced on the outside with NFPA-compliant material.

_____ **Comply** _____ **Exception** _____ **Alternate**

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the coat and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and 2 inches wide. The pocket flap shall be closed by means of FR Velcro® fastener tape. A 1½ inch by 3 inch piece of FR Velcro® hook fastener tape shall be installed vertically on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 2 inches deep by 4 inches wide by 7 inches high and shall be installed on the left chest next to the storm flap. The lower half of the radio pocket shall also be reinforced with NFPA-compliant material. Note: radio pockets 6 inches and over in height requires trim.

Note: Radio pockets on the sleeves will be fully lined with neoprene to comply with the NFPA 2013 Stored Energy Test.

_____ **Comply** _____ **Exception** _____ **Alternate**

MICROPHONE STRAPS (2)

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the coat at the ends only. The size of the microphone straps shall be 1 inch x 3 inches. One microphone strap shall be mounted above the radio pocket. The second microphone strap shall be mounted on the bottom left side of the collar. All microphone straps shall be constructed of double layer outer shell material.

_____ **Comply** _____ **Exception** _____ **Alternate**

"SURVIVOR" FLASHLIGHT HOLDER

Each jacket shall be equipped with a "Survivor" flashlight holder. An inward facing metal safety hook/coat snap shall be triple-riveted in a vertical position to the upper chest. The inward facing snap hook will accommodate the clip portion of the flashlight. Below the coat hook will be a strap constructed of outer shell material measuring approximately 2½ inches high and 9 inches wide, and will hold the barrel of the flashlight. The lower strap will be equipped with a 1½ inch by 2½ inch flame resistant FR Velcro® closure at the front of the strap to facilitate easy removal of the flashlight. There shall be approximately 3 inches between the upper snap hook and lower strap. The "Survivor" flashlight holder shall be sewn to the jacket on the right chest next to the storm flap.

_____ **Comply** _____ **Exception** _____ **Alternate**

JACKET SLEEVES

The sleeves shall be of two piece construction, having an upper and a lower sleeve. The sleeve seams shall be of a double needle seam construction and shall be contoured to follow the natural flex of the arm at rest. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement, and shall fold in on themselves when the arms are at rest. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

_____ **Comply** _____ **Exception** _____ **Alternate**

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with NFPA-compliant material. The cuff reinforcements shall not be less than 2 inches in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end. A single row of stitching shall be considered unacceptable. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

_____ **Comply** _____ **Exception** _____ **Alternate**

WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS

Each jacket shall be equipped with Nomex® hand and wrist guards (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. Nomex® knit is constructed of 96% Nomex and 4% Spandex for shape retention.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well.

The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Nomex® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

_____ **Comply** _____ **Exception** _____ **Alternate**

LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be 5" x 7". All edges shall be finished. Thermal scraps shall not be substituted for full-cut fabric padding.

_____ **Comply** _____ **Exception** _____ **Alternate**

LINER SHOULDER, FRONT AND UPPER BACK THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of 7½ inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____ **Comply** _____ **Exception** _____ **Alternate**

PANT CONSTRUCTION**BODY**

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

The front body panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee.

_____ **Comply** _____ **Exception** _____ **Alternate**

LINER SYSTEM (PANT)

The combined moisture barrier and the thermal liner shall be completely removable for the pant. The body of the liner system (thermal liner & moisture barrier) shall be of a four piece design to match the cut of the shell to include the rolled back side seams. The design of the liner system will incorporate darts in the knee area providing a contour to the leg and will also have a reverse boot cut at the rear of the liner cuff and a concave cut at the front to keep the liner from hanging below the shell.

The liner system shall have a reinforcement sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.

_____ **Comply** _____ **Exception** _____ **Alternate**

LINER ACCESS OPENING - PANT

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together at the front fly for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape, and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. As described previously, the pant thermal layer snaps directly to the independent waistband by means of nine snap fasteners.

_____ **Comply** _____ **Exception** _____ **Alternate**

SIZING

The pants shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

_____ **Comply** _____ **Exception** _____ **Alternate**

RETROREFLECTIVE FLUORESCENT TRIM

The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff.

_____ **Comply** _____ **Exception** _____ **Alternate**

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch with two rows of stitching at minimum. All trim ends shall be securely sewn into a seam for a clean finished appearance.

_____ **Comply** _____ **Exception** _____ **Alternate**

WAISTBAND

The waist area of the pants shall be reinforced on the inside with a separate piece of black Nomex® outer shell material not less than two inches in width. The waistband shall be cut on the bias to allow the waistband to stretch for unrestricted movement and increased comfort. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner.

_____ **Comply** _____ **Exception** _____ **Alternate**

NOMEX® BELT WITH BELT LOOPS

Each pant shall include a 2" wide belt constructed of black Nomex® webbing material with an adjustable hi-temp thermoplastic Delrin buckle serving as the exterior primary positive locking closure. This buckle shall also provide a quick-release mechanism for donning and doffing.

The pants shall be equipped with a series of approximately 3 inch by 3 inch outer shell material belt loops combined with ½-inch by 3-inch belt loops spaced around the waist to accommodate the Nomex® belt.

_____ **Comply** _____ **Exception** _____ **Alternate**

EXTERNAL/INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2½ inches wide by 10 inches long and reinforced with bartacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide by 10 inches long, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR Velcro® loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide by 9 inch long FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

Appropriate male and female snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the pants in the closed position.

_____ **Comply** _____ **Exception** _____ **Alternate**

PANTS KNEE

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. Two expansion pleats measuring approximately 1" deep shall be installed on each side of the legs along both the inseam and outseam in the knee area. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The knee will be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The liner system shall be constructed with four darts per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). Each dart will be approximately 2 inches long. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement.

_____ **Comply** _____ **Exception** _____ **Alternate**

LINER KNEE THERMAL ENHANCEMENT

An additional layer of specified thermal liner and moisture barrier material, measuring a minimum of 7" x 10", will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

☐ **Comply** ☐ **Exception** ☐ **Alternate**

KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of NFPA-compliant material. The knee reinforcement shall be slightly offset to the outside of the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable.

☐ **Comply** ☐ **Exception** ☐ **Alternate**

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of Neoprene coated aramid batt and two layers of quilted Nomex® batt. Both layers of Nomex® batt shall be sandwiched between the shell and the knee reinforcement layers. The Neoprene shall face outward.

☐ **Comply** ☐ **Exception** ☐ **Alternate**

EXPANSION (BELLOWS) POCKETS

Two 1.5 inch deep by 10 inch wide by 8 inches to 11 inches angled bellows pockets shall be placed over the outer leg seams at thigh level. The pockets shall be sewn to the pant with two rows of lock stitching and shall provide two brass eyelets, installed at the bottom of each pocket, for water drainage. The lower portion of each pocket shall be reinforced with an additional layer of outer shell material sewn to the inside. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and double stitched to the outer shell. One piece of 1½ inch by 3 inch FR Velcro® hook fastener tape on the inside of each pocket flap on each side. One piece of corresponding 1½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each side of pocket near the top and positioned to engage the hook fastener tape. Each pocket shall be reinforced with proven bartacks, and pocket flaps shall be reinforced with bartacks in uppermost corners.

☐ **Comply** ☐ **Exception** ☐ **Alternate**

EXPANSION POCKET REINFORCEMENTS

The lower half of the expansion pockets shall be reinforced on the outside with a layer of NFPA-compliant material.

_____ **Comply** _____ **Exception** _____ **Alternate**

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with a layer of NFPA-compliant material. The cuff reinforcement shall not be less than 2 inches in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell for a total of four rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff.

_____ **Comply** _____ **Exception**

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black Nomex®.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

_____ **Comply** _____ **Exception** _____ **Alternate**

PANTS SEAT

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

_____ **Comply** _____ **Exception** _____ **Alternate**

REVERSE BOOT CUT

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

_____ **Comply** _____ **Exception** _____ **Alternate**

DEPARTMENTAL EVALUATION

With submission of bid package, vendors shall provide a finished sample of the gear set (jacket and pants with suspenders) for on-site evaluation and inspection.

_____ **Comply** _____ **Exception** _____ **Alternate**

THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

_____ **Comply** _____ **Exception** _____ **Alternate**

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

Compliance to NFPA Standard #1971
Underwriters Laboratories classified mark
Manufacturer's name
Manufacturer's address
Manufacturer's garment identification number
Date of manufacture
Size
Fiber contents

_____ **Comply** _____ **Exception**

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

_____ **Yes** _____ **No**

BETTER BUSINESS BUREAU:

The manufacturer is accredited by the Better Business Bureau, showing a commitment to ethical and principled business practices.

_____ **Comply** _____ **Exception**

WARRANTY:

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

_____ **Comply** _____ **Exception**

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

SAMPLE: Bidder must submit, with their bid, samples of the Turnout gear they propose to furnish under the terms of the bid to the Cleveland Fire Department Storeroom, 1645 Superior Ave., Cleveland, Ohio 44114. The sizing for the Turnout Coat and Pant shall be: Turnout Coat – 44 chest, Turnout Pant – 38 waist and 30 inseam. Radio pocket – 7"x4"x2"

Measurements:

Successful bidder shall measure each member individually to ensure proper fit. To expedite this requirement, the successful bidder shall have qualified personnel available at the Fire Training Academy (or other central specified location) for six (6) work days.

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

SIZING BY VENDOR:

Both male and female sizing samples shall be available.

D-4 ALTERNATES AND EXCEPTIONS

This is an "or equal" specification. The City recognizes that there are variations between various manufacturers. The City's use of brand names, model numbers, and other precise descriptors is solely intended for the purpose of more accurately describing the performance of the jacket and pants, and is not intended to limit competition.

Bidders who wish to propose alternate designs of equivalent performance are encouraged to do so. Submit complete specifications and product information with your

bid. The Commissioner of Purchases and Supplies may require test samples of alternate gear, to be used in analyzing the bid submissions. Bidders must submit such samples in a timely manner upon request of the Commissioner of Purchases and Supplies. Samples will be returned to the submitter upon completion of testing, unless the samples are used up in testing procedure.

Any and all exceptions to the above specifications must be clearly stated for each heading. Use of alternate materials that meet equivalent performance specifications are not considered exceptions. However, any use of an alternate material must be disclosed in your bid. If no alternate materials are disclosed, it is presumed that all materials shall be exactly as per the specification including brand name, model, etc.

Alternates cannot be proposed for testing, labels, ISO certifications, NFPA Standard #1971 or meeting all OSHA regulations for structural fire fighters protective clothing.

D-5 INVOICING AND PAYMENT INSTRUCTIONS

Bidders are to invoice with the following: (1) bidder name; (2) bidder address; (3) bidder telephone number, (4) CFD number authorizing the invoiced material/service and, contract number; (5) bidder invoice number, which is a unique number, (6) invoice date; (7) invoice due date, (8) CFD "ship to" address; (9) itemized costs including item description, quantities, unit cost, cost extensions and schedule of items references, and any quotations that may be required for back-up of invoiced costs; and (10) total invoice amount. Sales tx shall not be included, as the City is exempt. The original invoice must be mailed to "Bill To" address on the Delivery Order.

- For the Cleveland Fire Department, the address is Department of Public Safety, Division of Fire, Payables Unit, 1645 Superior Avenue, Cleveland, Ohio 44114

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Under Sec. 181.36 Cleveland Codified Ordinances, the information requested on this page must be supplied by all Contractors and any Subcontractors having more than a fifty percent (50%) interest in the proposed contract before the City will award a contract. Any Contractor or Subcontractor that is found to have made a false statement in the Disclosure shall be in default of its bid and/or contract obligations and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, a Contractor or Subcontractor shall be automatically ineligible to bid to supply any goods or services to the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

A. () The undersigned or any controlling shareholder, *subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph A. is checked, proceed to the signature line.)

B. () The undersigned or any controlling shareholder, *subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.

C. () The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

**"Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

SUPPLEMENTAL

NOTICE TO BIDDERS

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

Each bidder and/or appropriate parties should complete the DISCLOSURE and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies before the City will award a contract. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.



MAYOR'S OFFICE OF EQUAL OPPORTUNITY
PARTICIPATION INFORMATION FORM
(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

0% CSB Participation

A searchable database of all CSB Subcontractors eligible to fulfill these subcontractor participation goals can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Opportunity>

Click on CSB/MBE/FBE Registry.



DIVISION OF PURCHASES & SUPPLIES

Subcontractors Notice

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A-19 or 22(a) of the Instructions to Bidders, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. If you do plan to utilize a subcontractor, submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/oeo>

On the website, click on CSB/MBE/FBE Registry.

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."